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10 UNITED STATES DISTRICT COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION

13 IN RE HEWLETT PACKARD COMPANY  
14 SHAREHOLDER DERIVATIVE  
LITIGATION

15 Master File No. 3:12-cv-6003-CRB

16 **DECLARATION OF NICHOLAS D.  
MARAIS IN SUPPORT OF HEWLETT-  
PACKARD'S MOTION TO SEAL**

17 Dept.: Courtroom 6, 17th Floor  
18 Judge: Hon. Charles R. Breyer

19 THIS DOCUMENT RELATES TO:  
20 ALL ACTIONS

1 I, Nicholas D. Marais, declare that:

2       1. I am an attorney licensed to practice law in the State of California and an associate  
 3 in the law firm of Keker & Van Nest LLP, located at 633 Battery Street, San Francisco,  
 4 California 94111, counsel for Proposed Intervenor Sushovan Hussain in the above-captioned  
 5 action. I have knowledge of the facts set forth herein, and if called to testify as a witness thereto,  
 6 could do so competently under oath.

7       2. I submit this declaration under Local Rule 79-5 in support of Hewlett-Packard's  
 8 Administrative Motion to Seal, which was filed with this Court on April 29. Dkt. 337.

9       3. As HP explained in its Motion to Seal, its **Exhibits 1–5** are, or reference, "filings  
 10 that are considered confidential under English procedure." *Id.* at 1:18–21. I am informed by  
 11 U.K. counsel that HP's April 29 distribution of these filings to the parties in this case—**none** of  
 12 whom is currently party to the potential U.K. proceedings—constitutes a breach of English civil  
 13 procedure. At a minimum, these exhibits (and those sealed documents that reference them)  
 14 should be sealed and remain confidential until at least May 5, when the U.K. defendants are due  
 15 to acknowledge service. *Id.* at 1:21–2:2.

16       4. For reasons that are even less clear, HP has also filed a confidential compromise  
 17 agreement entered into between two non-parties (**Exhibit 6**).<sup>1</sup> There is good cause for protecting  
 18 this agreement from public disclosure: it contains personal employment details (including  
 19 Mr. Hussain's home address and compensation), salary and tax information, and various other  
 20 confidential settlement terms. Disclosure of this information would not serve the public interest.  
 21 Indeed, HP has offered no explanation as to why **Exhibit 6** is at all relevant to this dispute, except  
 22 to support a jurisdictional point that is unchallenged. *See* Dkt. 337-3 at 1:25–28. While HP  
 23 cavalierly suggests that it has "no objection to making the Compromise Agreement public,"  
 24 Dkt. 337 at 2:14–15, it, too, is under an obligation to keep this information confidential: it  
 25 received its copy of this agreement from Autonomy Systems Limited, which specifically agreed  
 26 to keep this document and its terms confidential. Dkt. 337-7 at 6, ¶ 19.

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27       1 Mr. Hussain objects to HP's characterization of this document in its memorandum—but given  
 28 that HP has offered no explanation to support its latest *ad hominem* attack, there is nothing to  
 refute. *See generally* Dkt. 337-3 at 1:25–27.

1 I declare under penalty of perjury under the laws of the State of California that the  
2 foregoing is true and correct and that this declaration was executed on May 4, 2015 in San  
3 Francisco, California.

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5 */s/ Nicholas D. Marais*  
6 NICHOLAS D. MARAIS  
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